



## REQUEST FOR PROPOSAL (RFP)

### Road Resurfacing and Related Services

<b>RFP Number:</b>	17-0802	<b>Contracting Officer:</b>	Cathy Vanatta
<b>Proposal Due Date:</b>	12/06/2016	<b>Pre-Proposal Date:</b>	11/8/2016 at 2:00 p.m.
<b>Proposal Due Time:</b>	3:00 p.m.	<b>RFP Issue Date:</b>	10/28/2016

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Page 2
SECTION 2: Statement of Work	Page 21
SECTION 3: General Terms and Conditions	Page 40
SECTION 4: Pricing/Certifications/Signatures	Page 44
SECTION 5: Attachments	Page 47
SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Section 1.9
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4
Certification of Competency/License:	Section 1.16

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b> _____	<b>Phone Number:</b> _____
<b>E-mail Address:</b> _____	<b>Contact Person:</b> _____

**Section 1.1: Purpose**

The purpose of this solicitation is to establish contracts with multiple vendors for road resurfacing and related services in conjunction with the County's needs.

It is anticipated that Lake County will issue one (1) or two (2) primary project order forms that shall include most of the paving projects scheduled for completion during each fiscal year. It is expected that these primary project order forms will obligate most of the available funding for the year. Each such primary project order form will include work assignments at multiple roads throughout the County. The unit pricing to be applied to each project order shall be based on the total square yardage of material or service associated with all work listed on the project order form. In addition, the County reserves the right to issue secondary project orders covering projects at single or multiple roads on an "as-needed" basis dependent upon specific needs or existing funding. The unit pricing to be applied to each such secondary delivery order shall be based on the total square yardage of material or service associated with all work listed in the project order. As stated elsewhere in this solicitation, any project order form that totals more than twelve thousand (12,000) square yards of asphalt will not be charged a mobilization charge.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Cathy Vanatta, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9489    Fax : 352.343.9473  
E-mail: [cvanatta@lakecountyfl.gov](mailto:cvanatta@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3    Method of Award**

Award will be made to the vendor(s) who submits the overall proposal that is judged to provide the best value to the County, price and other factors considered. Proposals will be evaluated based upon the following criteria:

1.     Qualifications of proposed personnel.

2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
  - a) Proposed costs/fee will be evaluated for price reasonableness and cost realism. As part of this evaluation, the County will consider pricing for individual items to avoid **unbalanced pricing**. **Unbalanced Pricing** may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The greatest risk associated with unbalanced pricing occurs when
    - Startup work and mobilization are separate line items
    - The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.
  - b) All offers with separately priced line items or sub-line items shall be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the Manager Purchasing and Contracts Division shall:
    - Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
    - Consider whether award of the contract will result in paying unreasonably high prices for contract performance.
    - An offer may be rejected if the manager determines that the lack of balance poses an unacceptable risk to the County.
4. Reports from references provided and from past performance with Lake County.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

In the event of multiple awards, the County will give the low priced vendor first opportunity to perform available work. If the low priced vendor is unable to meet the work scheduling requirements as determined by the County, the County, at its sole discretion, may choose an alternate vendor to perform the work.

#### **Section 1.4 Pre-Proposal Conference**

A pre-proposal conference will be held on November 8, 2016 at 2:00 p.m., Lake County Administration Building, 315 West Main Street, 4<sup>th</sup> Floor, Human Resources Conference Room, Tavares, FL 32778, to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

**Section 1.5 Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6 Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI and Wage and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1 Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the vendor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline and diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 %  $(0.12 * 0.10)$ . The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

### **Section 1.6.2 Price Redetermination – Asphaltic Concrete**

Due to the fluctuation of the manufacturing cost for bituminous material, an adjustment (up or down) of the price charged to the County shall be calculated at the time of issuance of the Project Order Form. The adjustment shall be based upon bituminous adjustments as documented in the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction, 2016 Edition, Section 9, Subsection 2.1.2, Bituminous Material. All adjustments shall be determined by calculating the difference between the base index, which shall be established at the time of the bid closing, and the current index. Any adjustments shall be based on the index available on the 15<sup>th</sup> day of the month and shall be based on the unrevised indexes. If for some reason the information for the current month has not been updated, the adjustment will be made from the previous month. The percentage of the difference between the indexes shall be applied to the vendor unit price. Any increase or decrease in the contract price(s) shall only apply to orders that are dated after the price adjustment has been processed by the County. No price adjustment shall be given for an order that has previously been issued or received. Adjustments shall be calculated using form 700-050-66, (Section 5, Attachment G) Vendor's

Estimate Worksheet Bituminous and Polymer Material. This form can be found by going to the following link; <http://www.dot.state.fl.us/construction/fuel&bit/FuelForms.shtm>, and then select the link associated with “Lump Sum & Design-Build, Asphalt & Bituminous Adjustments on projects let January 2007 forward”. If determined to be in the best interest of the County, this same procedure can be employed by the County to adjust the cost charged by the vendor for bituminous materials. Any increase or decrease in the contract price(s) shall only be applied to new projects that are dated at the time of the price adjustment. No price adjustment shall be given for a project that has previously been issued.

### **Section 1.7 Method of Payment - Periodic Invoices For Completed Purchases**

The vendor(s) shall submit invoices to the County user department(s) after each individual road/project has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### **Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely

provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
 Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9 Bonding Requirements - Performance/Payment Bond**

The vendor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents one hundred percent (100%) of the Project Order Form price. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed bonds shall be delivered to the County no more than seven (7) calendar days of receipt of the Final Project Order Form signed by the County. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender any associated proposal bond submitted by the vendor, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.
- C. For contracts in excess of \$500,000, the provisions of Section B will be adhered to plus the company must have been listed for at least three (3) consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Vendors Training and Development, Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be

acceptable. All interest will accrue to the County as long as the funds are being held by the County.

- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

### **Section 1.10 Completion/Delivery**

As specified in Statement of Work

### **Section 1.11 Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the vendor by the County for any contract or financial obligation.

#### **Section 1.11.1 Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor

is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12 Warranty****A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

**B. Correcting Defects Covered Under Warranty**

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within fourteen (14) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**Section 1.12.1 Materials Shall be New and Warranted Against Defects**

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

**Section 1.13 Delivery and Completion of Solicitation Response**

**Section 1.13.1 Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.13.2 Completion Requirements for Request For Proposal (RFP)**

Two (2) original signed proposals and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered

and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

**A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

**B. Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

**C. Proposal Sections:**

Proposals shall be organized into the following major sections.

**Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project to be submitted on the firm's

letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the County.
  2. Include additional relevant information not requested elsewhere in the RFP.
  3. The signature on the statement shall be that of a person authorized to represent and bind the firm.
- B. Vender Profile Form. Attach a copy of the Federal Identification Number and Business License(s).
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
- Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.
- D. Similar Projects Form. Reference similar work efforts (at least five (5) verifiable) projects performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)
- E. Equipment/Personnel Lists. Provide a list of all equipment and personnel that will be used to perform the required work, as specified in the Scope of Services. Provide a listing of all key personnel and their experience. Brief resumes may be attached in support of this requirement.
- F. Pricing/Certifications/Signature Forms. Complete and sign Section 4, Pricing Section.
- G. Any required licenses or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.

- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

**Tab 3 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 4 - References**

Provide at least three (3) recent references where the proposed product /service has been used within the past three (3) years. Please use the form attached.

**Tab 5 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab 6 - Subcontractors / Joint Ventures**

Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each subcontractor or joint venture participant.

**Tab 7 - Financial Stability**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Tab 8 - Other Information**

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

**Section 1.14 Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible

vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

### **Section 1.15 Business Hours of Operations**

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County's representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

If the vendor receives approval from the County's representative to work outside the established business hours, the vendor shall be responsible to provide all necessary equipment to ensure that all work is being performed in a safe manner for the personnel on site and the traveling public. If necessary equipment and lighting is not available, work outside of the established hours shall not be permitted.

### **Section 1.16 Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub vendor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

### **Section 1.17 Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's representative.

The vendor shall restore all disturbed property to its original or better condition upon completion of the work and prior to de-mobilizing to another site. The vendor shall be responsible for removing and properly disposing of all litter located within the right of way along the project limits.

**Section 1.18 Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.19 Conflicts Between the Drawings and Specifications**

In the event of any conflict between the drawings and specifications contained herein, the following guidance shall govern:

- A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.
- B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

**Section 1.20 Key Personnel**

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.21 Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.22 Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.23 Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.24 Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the vendor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the vendor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits

the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the vendor will not be eligible for any compensation.

**Section 1.25 Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.26 Special Notice to Vendors Regarding Federal and/or State Requirements**

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as “flow-down” clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime vendor and sub-levels.

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term “substantially equal qualifications” refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the vendor's employment needs in the state's job bank system.

**Section 1.27 Superintendent Shall be Supplied by the Vendor**

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term “competent” includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

**Section 1.28 Multiple Concurrent Projects**

At any time during the contract, the vendor shall have adequate resources to work on multiple Lake County projects at the same time. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract for this solicitation and for ongoing performance. Should concurrent projects be issued, it is the responsibility of the vendor to notify the County’s Project Manager, in writing within 2-3 days of request, if they have maximized their resources and the volume of work is beyond their operational capacity. Failure to advise the County’s Project Manager of this situation and/or subsequent failing to meet work completion schedules, may lead to contract termination.

It is understood by all offerors that the quantities listed herein are estimates only. The County is not obligated to issue concurrent project work. All work will be ordered by the County’s Project Manager by issuance of a Project Order Form on an as needed basis.

**SCOPE OF SERVICES****GENERAL REQUIREMENTS**

1. The contractor shall be experienced with the type of work requested in this solicitation in order to complete the tasks assigned in accordance with the specifications within this document, and as directed by the Project Manager. The contractor shall have the ability and the equipment to complete all work within the specified time.
2. The County shall supply the contractor with a Project Order Form (Attachment 8) that will contain all the site specific requirements. A representative of the contractor and County shall inspect all of the sites on the Project Order Form within fifteen (15) calendar days from the date the form is issued. During this site visit, items such as, but not limited to: milling, leveling course, radius paving, etc., shall be discussed. Pink marking paint shall be placed on the pavement at this time to show the limits of the project and any other site specific information. After this site visit has been completed, an updated Project Order Form shall be created by the County and sent to the contractor for signature. The contractor shall sign, date and return this form to the County within seven (7) calendar days of receipt of the final Project Order Form signed by the County. By signing and returning this form, the contractor agrees to all estimated quantities and associated costs shown on the Project Order Form. Change orders shall be created only for items that have been added to or deducted from the signed Project Order Form.
3. A pre-construction meeting shall be held within twenty-one (21) calendar days after receipt of the fully executed Project Order Form. The attendance of the contractor's project superintendent is required and others as appropriate to discuss such topics as, but not limited to; schedules, processing of invoices, project limits, maintenance of traffic, utility coordination, subcontractor use (if applicable), and to establish a working understanding among all parties as to the scope of work.
4. The contractor shall provide a Performance and Payment Bond as outlined in Section 1.9, Bonding Requirements for one hundred percent (100%) of the amount stated on the Project Order Form. Sample Performance and Payment Bonds are attached (Attachments 5 and 6). The completed bonds shall be delivered to the County within seven (7) calendar days of receipt of the final Project Order Form signed by the County. The contractor shall also provide the required fee to record the Performance and Payment Bonds in the public records of Lake County.
5. The Notice to Proceed will be issued within twenty-one (21) calendar days after receipt of the fully executed Project Order Form. No work shall commence until the contractor has received a Notice to Proceed from the County. A Notice to Proceed will be issued for each project. The Notice to Proceed will contain a start date and completion date. The dates specified on each individual Notice to Proceed will constitute the basis for the assessment of liquidated damages should the project be delayed or not finished in time due to the fault or negligence of the contractor.

The contract time shall be calculated based on production rates. The completion date for assigned projects will be calculated on a placement production rate of seven thousand (7,000) square yards (approximately three hundred and fifty (350) tons) of asphalt per calendar day. There will be an additional thirty (30) calendar days added to this calculation to allow for a fourteen (14) day cure time and placement of thermoplastic striping.

Due to congested traffic or unusual conditions, the contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County's Project Manager. If the contractor is required to remove their operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane conditions, etc.) or unusual conditions before 12:00 PM (Noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment will be made to the performance period. The County's Project Manager will determine and authorize such award after the contractor makes a written application for such request. The County will verify the alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project as required and notify the contractor.

Contractor's requests for additional contract time due to rain delays may be made by phone, but must be submitted in writing on the same day as the request. Request for a full rain day shall be submitted by 12:00 PM (Noon) on the day of the request. Half day request must be submitted in writing by 1:00 PM on the day of the request. Once the request is submitted and approved, the contractor shall cease all operations to receive credit for additional contract time.

6. The contractor shall provide to the Project Manager a complete schedule detailing each phase of the work. The schedule shall be provided to the Project Manager for review and approval at least seventy-two (72) hours prior to the scheduled start date. It shall be the contractor's responsibility to communicate to the Project Manager any variance of this schedule when it occurs. All scheduling changes are subject to approval by the Project Manager and must be provided forty-eight (48) hours prior to the proposed change. All scheduling requests that do not comply with the submittal requirements will not be considered or approved. Requests that are not in compliance with the submittal requirements shall not be justification for contract time extensions.
7. It shall be the responsibility of the contractor to make a videotape in DVD format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work starts. The contractor shall focus on any deficient conditions present at the time of the videotaping. The date and time shall be recorded on the video at the time it is being created. A copy of this video shall be supplied to the Project Manager before commencement of any work outlined on the Project Order Form.
8. Once the Notice to Proceed has been issued, the contractor shall be responsible to repair any potholes that occur on any roads that are listed on the Project Order Form, including

the roads that the resurfacing work has not yet started. The potholes shall be repaired within seventy-two (72) hours from the notice to the contractor.

9. With the exception of asphaltic millings, any spoils created from these operations shall become the property of the contractor. It shall be the responsibility of the contractor to dispose of these spoils at no expense to the County. If the contractor intends to dispose of the spoils on private property, the contractor shall supply to the Project Manager an original letter of consent from the property owner. This letter shall state that they have agreed that the spoils can be deposited on their property, and shall contain the owners' name, property address, telephone number and the legal signature of the owner. Spoils shall not be deposited in any flood zone or wetland regardless of owner's consent.
10. When the proposed resurfacing project limits are within the vicinity of a school the contractor shall minimize the impact to the school related traffic both before school begins and after school ends. It shall be the contractor's responsibility to coordinate a pre-construction meeting with the Project Manager, an official from the affected school and the contractor's project superintendent. An adjusted work schedule will be established as a result of the pre-construction meeting with the school official. Portable Changeable (Variable) Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.
11. The contractor is responsible for all supervision and management of the work. It shall be the contractor's responsibility to keep on site at all times during its work a competent superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the contractor's representative at the site and shall have authority to act on behalf of the contractor. All communications given to the superintendent shall be as binding as if given to the contractor.

To effectively communicate with County staff while in the field, the contractor's Representative shall have available communication devices with internet access, including email (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations.

12. The contractor will provide competent and qualified personnel to perform the work as required by the contract specifications. The contractor shall, at all times, maintain good discipline and order at the work site. The contractor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency telephone numbers. The County may require that the Contractor remove from the work site any of the contractor's personnel that the Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the contractor shall remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

**TECHNICAL REQUIREMENTS****SHOULDER PREPARATION**

1. All roadways shall have the vegetation from the edge of pavement cut back and removed prior to placement of the new asphaltic concrete. This area shall include any vegetation existing on the surface of the pavement and shall extend six (6) inches past the edge of the pavement. It shall be the responsibility of the contractor to remove any excess materials created by this operation.
2. At no time during the process of removing the vegetation from the edge of pavement shall the contractor create a shoulder drop off that is more than one (1) inch measured from the top surface of the asphaltic concrete at the edge of pavement. If it is determined that the contractor has created an excessive drop off, it shall be their responsibility to restore the area so that there is no more than a one (1) inch drop off. If an area is to be left overnight with the excessive drop off, the contractor shall install flashing lighted barricades marking the hazard.
3. The unit cost for shoulder preparation shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through ten (10) of Attachment 7– Pricing Worksheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: mobilization, Maintenance of Traffic (MOT), equipment, labor, etc.

**VEGETATION REMOVAL**

1. When vegetation exists in the cracks or joints, the contractor shall remove it by using a propane torch or a chemical herbicide. The method of removal is subject to the approval of the Project Manager.
2. If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the new asphaltic concrete is installed. The person applying the herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept and a copy shall be supplied to the Project Manager. This log shall contain the following information:
  - a. Type of herbicide
  - b. Manufacturer of the product
  - c. Mixture rate used
  - d. Application rate used
  - e. Application location
  - f. Application date and time
  - g. Weather conditions at the time of application

3. The cost of removing vegetation by either propane torch or chemical herbicide treatment shall include, but not be limited to: mobilization, MOT, herbicide, labor, etc., and shall be included in the overall cost of the paving operation.

#### **ROAD BASE REPAIRS**

1. The County shall mark with pink paint all areas that are to have base repairs completed. The contractor shall saw cut the existing asphaltic concrete to the outside edge of the paint line used to mark the cut out area. All saw cuts shall be made to produce only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and the contractor shall redo these areas at no additional cost to the County.
2. The contractor shall remove the existing asphaltic concrete, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum of an eight (8) inch compacted limerock base, unless otherwise authorized by the Project Manager. The new limerock shall be installed by placing and compacting two (2) lifts of four (4) inches of compacted limerock. The finished elevation of the limerock shall be at a level that will allow for a minimum thickness of one (1) inch, or to the thickness of the adjacent asphaltic concrete, whichever is greater.
3. There may be occasions where the County will require more than eight (8) inches of limerock base. As part of this proposal, the contractor shall supply a cost for the installation of a one (1) inch depth by one (1) square foot of compacted limerock installed as per these specifications.
4. All limerock base installation shall conform to the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 230 LIMEROCK STABILIZED BASE and Section 911 BASE AND STABILIZED BASE MATERIALS.
5. Prior to the installation of the asphaltic concrete, the limerock shall be primed in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 300 PRIME AND TACK COATS.
6. Any alternate base repair methods suggested by the contractor must be approved by Project Manager and shall involve no additional cost to the County.
7. The unit cost for road base repair shall include, but not be limited to: mobilization, MOT, saw cutting, labor, equipment, excavation, limerock, limerock installation and compaction, asphaltic concrete, etc.
8. The County reserves the right to take core samples of the repaired areas to ensure that the proper thickness of limerock and asphaltic concrete has been installed.

## MILLING OF EXISTING ASPHALTIC CONCRETE PAVEMENT

1. The contractor may be required to remove existing asphaltic concrete by using the cold milling process. This could be requested by the County to improve the ride, cross slope, lower the finished grade adjacent to existing curb, or to remove completely the existing pavement. These areas shall be specified in the Project Order Form with a depth to be milled, and the area shall be marked in pink paint. The area shall be milled to the outside edge of the painted area.
2. Milling shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition); Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.
3. The contractor shall not be responsible for damage of traffic light advance warning loops if they are affected by the milling operation as directed by the County. The contractor shall notify the Project Manager of any loops that will be affected forty-eight (48) hours before the milling operation starts.
4. The milling machine shall be equipped so to effectively limit the amount of dust escaping during the milling operation. The Project Manager may require pre-wetting of the pavement if it is determined there is too much dust being created.
5. The County shall have first option to take ownership of the milled material. As part of this proposal, the contractor shall provide a cost per square yard/per mile to haul the millings to a site specified by the County. The County shall pay only for the mileage from the project site to the specified site and shall not pay for the mileage of an empty truck returning to the project site. The mileage shall be based on the shortest truck route as determined by Google maps driving directions, which can be accessed and calculated at the following link, <http://maps.google.com/maps?hl=en&tab=wl>. A numbered load ticket system shall be utilized by the County. The County shall have an employee issuing the load tickets at the site of the milling operation. This employee shall enter the truck number and sign the ticket. The truck driver shall sign and be given a copy of the ticket. This ticket shall be taken to the delivery site. The County shall have an employee at the delivery site to accept the ticket. The driver shall give this ticket to the County employee at the delivery site once the truck has been unloaded.
6. The contractor shall provide to the County at least forty-eight (48) hours advanced notification prior to the commencement of any milling operations that require the coordination of County staff to haul the millings. Failure of the contractor to provide the required forty-eight (48) hour advanced notification to the County shall affect the contractor's contract time and shall not constitute an acceptable contract time extension or compensation to the contractor to haul the millings.
7. The unit cost for milling shall include, but not be limited to: mobilization, MOT, milling equipment, etc.

8. If the County chooses not to take possession of the asphaltic concrete millings, they shall become the property of the contractor. When the County does not take possession of the millings, the costs associated with hauling and the proper disposal shall be the responsibility of the contractor.

## CRACK SEALING

If stated on the Project Order Form, all cracks or joints that are greater than one-quarter (1/4) inch shall be properly prepared and sealed using the following crack sealing specifications.

### 1. References

All reference standards and specifications shall be the current issue or latest revision on the Notice to Proceed issue date. These specifications herein are in addition to the following standards, specifications or publications listed below:

- a. ASTM D5329: Standard Test Method for Sealants and Fillers, Hot Applied, for Joints and Cracks in Asphalt Pavements and Portland Cement Concrete Pavements.
- b. ASTM D36: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus).
- c. ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- d. ASTM D113: Standard Test Method for Ductility of Bituminous Materials.
- e. ASTM D2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts).
- f. ASTM D4: Standard Test Method for Bitumen Content.
- g. ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

### 2. Submittals

- a. The contractor shall submit to the Project Manager the manufacturer's specification sheets and suggested installation procedures for the crack seal and the blotting material product that the contractor intends to use.
- b. The contractor shall maintain a log sheet during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager when completed. A minimum of the following information shall be recorded:
  1. Date, time and the amount of crack seal added to the melter.
  2. The lot number from each box of crack seal added to the melter.
  3. Road name, date, time application process starts, amount installed, time application process ends.
  4. Weather conditions at the time of installation.

- c. The contractor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.
- 3. Materials
  - a. The contractor shall use Crafcro PolyFlex Type 3, product # 34521 or equivalent crack sealer. It shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.
  - b. When required, the blotting material shall be a product such as Crafcro Detack, cement dust, or equivalent.
- 4. Equipment
  - a. Equipment used to install the sealant shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.
  - b. The compressor shall have a capacity of 75 C.F.M., or more, to ensure an adequate supply of air to effectively clean the cracks and joints. Any pneumatic tool lubricator must be bypassed and a water separator/filter must be installed at the hose inlet connection to keep water and oil out of the lines.
  - c. A hot compressed air lance can be used to clean, dry, and pre-heat cracks and joints prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.
  - d. Excess debris created by cleaning cracks or joints shall be cleaned by use of power sweepers, hand brooms, or air brooms.
- 5. Work Methods
  - a. No sealant shall be installed unless the ambient and pavement temperature are forty (40) degrees and rising. There shall be no fog and no chance of rain. If rain or fog delays the sealing operation, the cracks and joints shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the cracks and joints. The cracks and joints shall be completely dry before the seal treatment can resume. The contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks and joints with the approval of the Project Manager. The contractor shall ensure the existing asphaltic concrete surface is not overheated if this method is used.

- b. All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, and organic material by using high-pressure air. All cracks and joints are to be clean and sufficiently dry before any crack sealing material is applied.
- c. The temperature of the sealant shall be heated/maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free flowing state, and within the temperature range recommended for application by the manufacturer. Care shall be taken to ensure that the sealant is not heated above the recommended maximum temperature or for longer than the recommended time. The Project Manager shall have the right to reject the product if it is determined that this has occurred.
- d. The sealant shall be applied in the crack or joint uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The level of the sealant shall be even with the surface of the asphaltic concrete. At no time shall the sealant be recessed more than one-eighth (1/8) inch below or raised one-sixteenth (1/16) inch above the adjacent surface. A squeegee may be used to remove excess sealant from the pavement surface when a crack or joint is overfilled. At no time shall the sealant overburden be more than one (1) inch from the crack or joint edges.
- e. A blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the contractor using approved methods.
- f. The contractor shall be responsible for any claims of crack seal tracking. If there is a claim, the contractor shall be responsible for applying more blotting material as necessary and addressing the tracked material by either removing or repairing the item that was affected.

6. Method of Measurement

The measurement shall be made by the actual amount of gallons of crack seal applied to the roadway, and shall be supported by the submittals as previously discussed above in Submittals. The amount of crack sealer shall be reported and invoiced for each road.

7. Basis of Payment

Crack sealing shall be based on a price per gallon and payment shall be made on the actual quantity of crack seal placed. The unit price as shown in the crack sealing portion of Attachment 7 – Pricing Worksheet and shall be all-inclusive to include, but not be limited to: mobilization, cleaning, sealing, MOT, and any other incidentals required to provide the County with a final product that will meet the specifications as described.

## 8. Deficiencies and Repairs

- a. Where the sealant settles in the crack or joint lower than one-eighth (1/8) inch below the adjacent asphaltic concrete surface, the surface of the sealant shall be cleaned and more sealant shall be installed to meet the specifications. The contractor shall be responsible to remove any excess material that is greater than one-sixteenth (1/16) inch above the adjacent asphaltic concrete.
- b. The sealant shall be removed at the Project Manager's discretion, and resealed if any of the following occur:
  1. The sealant contains imbedded foreign material other than dusting material.
  2. The sealant contains entrapped air bubbles.
  3. The sealant has de-bonded or pulled away from the crack or joint.
  4. The sealant has been excessively heated.

## PRIME AND TACK COATS

1. A tack coat shall be installed prior to the installation of the new asphaltic concrete. The tack coat surface shall be kept free of traffic until the asphalt has been placed. The contractor shall ensure that the tack coat is only applied to an area that will receive the asphalt layer within the same day's operation. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.
2. The tack coat shall be placed in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 300, PRIME AND TACK COATS.
3. The unit cost for tack coat shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through ten (10) of Attachment 7 – Pricing Worksheet. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

## ASPHALTIC CONCRETE

1. Unless otherwise specified by the County, the asphaltic concrete used as part of this proposal shall be Type S-III or Type S-I with a percentage of reclaimed asphaltic concrete. Either type shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 331, TYPE S ASPHALT CONCRETE. The exception to this standard is the amount of recycled content allowed. Lake County shall allow a recycled content that does not exceed thirty (30) percent of the overall mixture in the TYPE S mixes.

2. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.
3. The unit cost for asphaltic concrete Type S-III or Type S-I shall be included in the proposal price for installing new asphaltic concrete as proposed in sections one (1) through four (4) of Attachment 7 – Pricing Worksheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.
4. The contractor shall be responsible to ensure the positive drainage of the surface from the roadway to the curb, edge of roadway and/or valley gutter. There shall be no standing water along the pavement where there is no standing water in the curb. Contractor shall provide proper and adequate fall in entrances and cul-de-sacs to ensure proper drainage of these areas. No water shall be standing in the crown of the roadway. The crown of the roadway shall be re-established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway. Should there be low areas that may result in water standing on the new pavement, the locations and resolution shall be discussed and resolved prior to starting work in the area.

#### **ASPHALTIC CONCRETE FRICTION COURSES**

1. At times, the County may require the use of Type FC-3 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2000 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
2. The County may require the use of Type FC-9.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
3. The County may require the use of Type FC-12.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
4. The County may require the use of Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition, Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
5. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete as proposed in sections five (5) through eight (8) of Attachment 7 – Pricing Worksheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

## ASPHALTIC CONCRETE TYPE SUPERPAVE

1. The County may require the use of Type SP-9.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2016 Edition, Section 334 SUPERPAVE ASPHALT CONCRETE.
2. The County may require the use of Type SP-12.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2016 Edition, Section 334 SUPERPAVE ASPHALT CONCRETE.
3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the proposal price for installing new asphaltic concrete as proposed in sections nine (9) and ten (10) of Attachment 7 – Pricing Worksheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

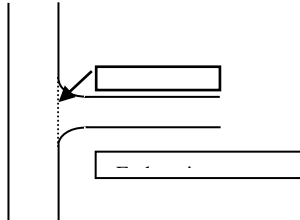
## LEVELING COURSE

1. The contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 320, HOT MIX ASPHALTS – PLANTS, METHODS, AND EQUIPMENT.
2. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base. The leveling course shall be used to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. It shall be up to the contractor to ensure that the placement is completed so that the final product provides a smooth driving surface.
3. **Profiling of the roadway to change the grade or slope of the road shall not be done with the use of a leveling course. If the County chooses to change the profile of the road, it shall be quantified and paid by using the unit prices of one (1) through ten (10) of Attachment 7 – Pricing Worksheet.**

## RADIUS PAVING

The contractor shall be required to overlay every County roadway intersection that connects to the project road. Paving will be to a distance of fifteen (15) feet, or as

determined by the Project Manager, from the intersection (see diagram below). The limits of the radius area shall be marked with pink paint. All existing pavement markings within the radius area being paved shall be replaced to the specifications outlined within this proposal. The contractor shall ensure that the joint between the existing and new pavement provides a smooth transition. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



## DRIVEWAYS

All driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition. Driveways are to be swept and tacked before paving. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in the contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

## COMPACTION

All installed asphaltic concrete shall be compacted in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification. Areas not in conformance with this specification will need to be removed and replaced at contractor's expense.

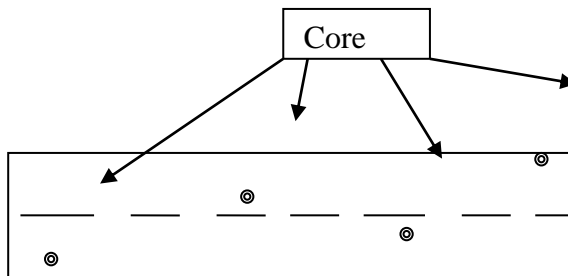
## SMOOTH TRANSITION

It shall be the contractor's responsibility to install a five (5) foot keyway mill on all contiguous roads that are not being milled to ensure a smooth transition between the new and existing pavement.

## QUALITY INSPECTIONS

1. The contractor shall have core samples taken by an independent laboratory approved by the County. It is the responsibility of the contractor to supply the Project Manager with the address and contact information of the laboratory prior to any resurfacing work starting. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced. Unless otherwise authorized by the Project Manager,

the cores shall be taken in a random pattern as indicated on the diagram below. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken. The cores shall be taken at a depth that will show the new and existing asphaltic concrete. The contractor shall be responsible to fill the holes that were created by taking the core samples with a product approved by the Project Manager.



2. The results of the core sample tests shall be sent directly from the laboratory to the Project Manager. From these samples, a determination of the average thickness of the asphaltic concrete shall be made by the testing laboratory. If at any time the contractor wishes to request more core samples than what the County has required, they shall do so in writing. The cost for the additional cores shall be the responsibility of the contractor.

#### DEFICIENCIES OF ASPHALTIC CONCRETE THICKNESS

1. The County shall allow a deficiency in the thickness of the asphaltic concrete overlay of no more than one-quarter ( $1/4$ ) inch.
2. When the deficiency in the thickness of the asphaltic concrete is over one quarter ( $1/4$ ) inch, but not more than three-eighths ( $3/8$ ) inch of the specified thickness, the County shall allow the contractor to leave such asphaltic concrete in place, but without compensation. The Project Manager shall determine the square yard area, for which the County shall make no payment, by multiplying the width of the lanes by the length between the closest acceptable cores.
3. Where the deficiency in thickness is in excess of three-eighths ( $3/8$ ) inches of the specified thickness, the contractor shall correct the deficiency. For any case of excess deficiency of the installed asphaltic concrete, the contractor shall correct the deficient thickness by adding new asphaltic concrete over the defective area. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications. The contractor shall replace the full thickness as required by the Project Manager for a length extending at least fifty (50) feet from each end of the deficient area. The Project Manager shall mark the area that shall be corrected with pink paint. The paving shall extend to the outside edge of the paint mark.

4. Any additional cost associated with correcting deficiencies shall be the responsibility of the contractor and no additional cost shall be charged to the County, even if the repair would make the final thickness of the asphaltic concrete overlay in excess of the original specified thickness.

#### **MANHOLES/VALVES**

1. All manholes and water valves shall be adjusted by the contractor to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete. This work shall be in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.
2. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: mobilization, MOT, equipment, labor, etc.
3. It shall be the contractor's responsibility to perform all utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments. Should the contractor incur a cost from the utility provider or material supplier for any required manhole and/or valve adjustments the cost documented on the invoice shall be paid to the contractor.

#### **TRAFFIC STRIPES AND MARKINGS**

1. The contractor shall install all painted traffic stripes and markings prior to the removal of the MOT. This striping shall be maintained by the contractor throughout the duration of the work and shall be in place at the end of each workday. Should it not be possible for the contractor to install the pavement markings as prescribed, the contractor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If the contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.
2. All striping shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 710, PAINTED PAVEMENT MARKINGS. The contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m<sup>2</sup> and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m<sup>2</sup>.

3. It is the responsibility of the contractor to ensure the current striping layout is recorded before the resurfacing activity is started. A striping layout shall be submitted to the Project Manager for approval prior to the commencement of any work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies the contractor with a new striping pattern. If the contractor does not install the correct striping pattern, it shall be the contractor's responsibility to remove the markings by the method approved by the County. The contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, the contractor shall be responsible to repair the road surface to the County's satisfaction at the contractor's expense.
4. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. The contractor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. The contractor shall submit the results to the County on a reporting form pre-approved by the Project Manager.
5. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify the contractor of any deficiencies. The contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
6. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

#### THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

1. The contractor shall install all painted traffic stripes and markings prior to the removal of the MOT. This striping shall be maintained by the contractor throughout the duration of the work and shall be in place at the end of each workday. Should it not be possible for the contractor to install the pavement markings as prescribed, the contractor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If the contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.

2. All striping shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 711, THERMOPLASTIC PAVEMENT MARKINGS. The contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m<sup>2</sup> and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m<sup>2</sup>. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the Project Manager.
3. It is the responsibility of the contractor to ensure the current striping layout is recorded before the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies the contractor with a new striping pattern. If the contractor does not install the correct striping pattern, it shall be the contractor's responsibility to remove the markings by the method approved by the County. The contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, the contractor shall be responsible to repair the road surface to the County's satisfaction at the contractor's expense.
4. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. The contractor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. The contractor shall submit the results to the County on a reporting form pre-approved by the Project Manager.
5. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify the contractor of any deficiencies. The contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
6. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
7. Longitudinal pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements

of 711-4.3. The contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

#### **PUBLIC NOTIFICATION OF WORK**

1. The contractor shall notify all residents within the work area of the project's schedule and explain the level of inconvenience that will be involved. This notification shall be by Portable Changeable (Variable) Message Signs (PCMS) and/or County approved door hangers to be placed on each affected residence and vehicles parked on the affected roadways. PCMS shall be utilized on all major roadways and industrial parks as determined by the County. The contractor shall be responsible to install the PCMS seven (7) calendar days prior to commencement of any work in that area. Door hangers shall be utilized on all local neighborhood roads as determined by the County. The contractor shall be responsible to place the door hangers seven (7) calendar days prior to any work in that area. A copy of the proposed door hanger notification shall be emailed to the County's Project Manager for approval.
2. The PCMS shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2016 Edition (or latest edition), Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS. The PCMS shall display lane closure information including, but not limited to: anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), and daily hours of closures. The costs associated with the PCMS shall be charged per unit/per day as indicated on the pricing section.
3. The installation and removal of any PCMS shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
4. If it is anticipated that any work being completed by the contractor will impede the access to a business, the contractor shall notify the affected business in writing no less than forty-eight (48) hours prior to the work starting. The contractor shall make all accommodations possible to not block access to a business for an extended period. A copy of the notification letter shall be provided to the Project Manager for approval prior to issuance.
5. When the proposed resurfacing project limits are within the vicinity of a school, the contractor shall minimize the impact to the school related traffic, both before school begins and after school ends. It shall be the contractor's responsibility to coordinate a pre-construction meeting with the Project Manager, an official from the affected school and the contractor's project superintendent. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official. Portable Changeable (Variable) Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

**WORKSITE TRAFFIC SUPERVISOR**

1. The contractor shall have a Worksite Traffic Supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices as described in Florida Department of Traffic Standard Specifications for Road and Bridge Construction, 2016 Edition (or latest edition), Section 102, MAINTENANCE OF TRAFFIC.
2. The Worksite Traffic Supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.
3. Failure of the Worksite Traffic Supervisor to comply with the provisions of Section 102, may be grounds for this person being removed from the project. If the County removes this individual from the project, the contractor shall provide a replacement with someone that is properly trained. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.
4. The cost associated with Worksite Traffic Supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the COUNTY to perform the services identified herein. 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY, and 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point

of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

### **3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

**RFP TITLE: Road Resurfacing and Related Services****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor’s duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_  
 Addendum #2, Dated: \_\_\_\_\_  
 Addendum #3, Dated: \_\_\_\_\_  
 Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

**PRICING SECTION**

**In addition to completing the block below, please complete Attachment 7 named “Pricing Worksheet”**

<b>Grand total of all items listed on the pricing worksheet</b>	<b>\$</b> _____
---	-----------------

**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If “yes” is checked, provide supporting detail: \_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this

project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- Attachment 1: Work References**
- Attachment 2: Vendor Profile Form**
- Attachment 3: Similar Projects Form**
- Attachment 4: Public Works Additional Terms and Conditions**
- Attachment 5: Performance Bond**
- Attachment 6: Payment Bond**
- Attachment 7: Pricing Worksheet**
- Attachment 8: Sample Project Order Form**

**WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**VENDOR PROFILE FORM**

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____  1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts.  Signature: _____ Date: _____  _____ (Typed or Printed Name) (Title)	

## SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>		<u>Contact Person:</u>	
		<u>Title:</u>	
Completion _____  Project Cost: \$ _____	Date _____  (Actual or Estimated)	<u>Telephone Number</u>	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).			
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>			

**ATTACHMENT 4****PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors and Omissions
3. Contractor's Obligations
4. Compliance with Occupational Safety and Health/Hazardous Materials
5. Authority of the Engineer and Engineer's Assistants
6. Contract Time and Time Extensions
7. Prosecution of Work on Saturdays, Sundays and Recognized Holidays
8. Liquidated Damages
9. Changes in the Work
10. Claims and Disputes
11. Measurement and Payment
12. Acceptance and Final Payment
13. Covenant Against Contingent Fees
14. Lands for Work and Access Thereto
15. Protection of Existing Structures, Utilities, Work and Vegetation
16. Other Work
17. Termination
18. Right to Audit
19. Interest on Judgments
20. Standard Specifications
21. Priority
22. Guarantee
23. Warranty
24. Public Records

**1. INTENT OF THE CONTRACT DOCUMENTS**

- A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete project.
- C. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision, which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the Contract Documents.

**2. ERRORS AND OMISSIONS**

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Engineer, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, he shall be deemed to have waived any claim for increased time or compensation he may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

**3. CONTRACTOR'S OBLIGATIONS.****A. Qualification**

- 1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.

2. Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Engineer shall notify the Contractor that such person is to be discharged from the work. The Contractor shall immediately discharge said person from the work and shall not again employ said person on this work except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons the Engineer may withhold all payments.
3. Contractor acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Project is being supported in whole or in part by State funding the Contractor shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the Contractor is required to employ state residents, the Contractor shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.
4. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**B. Identification**

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The Contractor shall be as fully responsible to the Owner for acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

**C. Contractor's Supervision**

1. Prosecution of Work:

The Contractor shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other Contractors at work in the vicinity.

2. Contractor's Superintendent:

- a. The Contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply

promptly any materials, tools, equipment, labor and incidentals, which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

- b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.

3. Supervision for Emergencies:

The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit to the Engineer, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

4. Equipment:

- a. The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the vendor's equipment by the Project Manager shall not relieve the vendor of the responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the service.
- b. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- c. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

**D. General Inspection Requirements**

1. Cooperation by the Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the Engineer or his representative, and the Contractor shall furnish the Engineer with

every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure to Remove and Renew Defective Materials and Work:

- a. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
- b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the contract bond. Any work performed subsequent to forfeiture of the contract, as described in this Paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

3. Inspection by the Federal Government or State of Florida:

When the United States Government, or State of Florida, is to pay a portion of the cost of construction, the construction work will be subject to such inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government, or State of Florida, a party to this contract.

**4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS**

- A. Vendor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act

(ADA) regulations must be provided and used by the vendor and its employees.

- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
- a. The chemical name and the common name of the toxic substance.
  - b. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
  - c. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
  - d. The primary route of entry and symptoms of exposure.
  - e. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - f. The emergency procedure for spills, fire, disposal and first aid.
  - g. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - h. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of the cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.
- D. If any hazardous chemicals or conditions are discovered by the vendor during the normal work operation, it is the responsibility of the vendor to immediately contact the Project Manager with a description and the location of the condition.
- E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require the vendor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the vendor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- G. The vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

- H. The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Vendor's Superintendent unless otherwise designated in writing to the Project Manager. All communication to the Superintendent shall be binding as if given to the vendor.

## **5. AUTHORITY OF THE ENGINEER AND ENGINEER'S ASSISTANTS**

- A. All work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.
- C. The County retains the right to inspect all work to verify compliance with the Contract Documents. The Engineer may appoint such assistants and representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.
- D. The assistants and representatives shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Inspector or other assistant shall in no way lessen the responsibility of the Contractor.
- E. Failure of the Engineer to Reject Work During Construction:

If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

- F. Authority to Suspend Contractor's Operations:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County may grant an extension of Contract Time in accordance with 8-7.3.2 when determined appropriate in the County's sole judgment.

No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:

1. The Contractor fails to comply with the Contract Documents.
2. The Contractor fails to carry out orders given by the Engineer.
3. The Contractor causes conditions considered unfavorable for continuing the Work.

The Contractor shall immediately comply with any suspension order and should not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of this contract, after the issuance of the suspension order and prior to the Engineer's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself exception that the Contractor will not have ten (10) calendar days to correct the conditions for which the suspension was ordered.

G. State of Emergency:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the County's determination as to entitlement to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis.

H. Prolonged Suspensions:

If the Engineer suspends the Contractor's operations for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way and shall take every reasonable precaution to prevent damage to or deterioration of the work performed. The Contractor shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

I. Permission to Suspend Contractor's Operations:

The Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. The Contractor shall submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

## **6. CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate his work with the work of other contractors so that his work or the work of others

shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the Contract Documents.

- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Engineer in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- C. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, Contractor shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This provision applies to claims for early completion as well as late completion. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular work days notice requirement, the Engineer shall ascertain the facts and the extent of the delay being claimed. The Engineer's findings of fact justify such an extension, and the Engineer's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Engineer's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy.

#### **7. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

- A. Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten (10) calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Plans. Contract Time will be charged during these Holiday and Special Event periods. The Contractor is not entitled to any additional compensation beyond any

allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event Periods.

B. No work will be permitted on:

New Years Day  
Independence Day  
Thanksgiving Day  
Christmas Day

- C. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.
- D. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday on which the Contractor works. Payment to the County of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (D) times the corresponding per day or per hour cost.
- E. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Standard Specifications.

## **8. LIQUIDATED DAMAGES**

- A. The County and the Contractor recognize that, since time is of the essence for this Contract, the County will suffer financial loss if the work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the Engineer. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under .....	\$763
Over \$50,000 but less than \$250,000 .....	\$958
\$250,000 or more but less than \$500,000 .....	\$1,099
\$500,000 or more but less than \$2,500,000 .....	\$1,584
\$2,500,000 or more but less than \$5,000,000 .....	\$2,811
\$5,000,000 or more but less than \$10,000,000 .....	\$3,645.91
\$10,000,000 or more but less than \$15,000,000 .....	\$4,217
\$15,000,000 or more but less than \$20,000,000 .....	\$4,698

\$20,000,000 and over ..... \$6,323 plus  
0.00005 of any amount over \$20,000,000

- C. Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

## **9. CHANGES IN THE WORK**

- A. Without invalidating the contract, the Engineer may at any time, by written order, direct extra work within the general scope or alter the work by addition or deduction of items that do not alter the scope of the work. Such changes may be effected by Change Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change work orally. All changes orders shall be executed in the manner set forth in the Lake County Purchasing Procedures. A copy of such procedures shall be available upon request.
- B. If changes to the scope of the work are required or if the contract time or the total contract price is increased or decreased, a Change Order in accordance with Board policy will be required.
- C. The value of such extra work or change shall be determined by contract unit values if applicable unit values are set forth in the contract. The amount of the change shall be computed from such values and added to or deducted from the contract price. If the applicable unit values are not in the contract, the value of such extra work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Engineer. If the Contractor disagrees with the Engineer's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new work not covered by contract unit values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change work. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Engineer has the authority to order the necessary work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such written order.

- G. Execution by the Contractor of a properly authorized Change Order (see appendix) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

## **10. CLAIMS AND DISPUTES**

- A. Claims by the Contractor shall be made in writing to the Engineer within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Engineer within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
- C. Claims by the Contractor shall be resolved in the following manner:
1. Upon receiving the claim and supporting data, the County shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County shall specify the grounds for denial. The Contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.
  2. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
- D. Claims by the County against the Contractor shall be made in writing to the Contractor as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted to the Engineer. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The Engineer shall make a determination on the claim within fifteen (15) business days of receipt of the claim and shall communicate said determination to the County and the Contractor in writing. The Contractor may appeal the determination as set forth in subsection C(2) above.
- E. Arbitration shall not be considered as a means of dispute resolution.

## **11. MEASUREMENT AND PAYMENT**

- A. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

- C. In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the plans, the station-to-station dimensions actually constructed within the limits designated by the Engineer, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Engineer. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Engineer.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- E. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.
- F. Whenever any change, or combination of changes in the plans, results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for in the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the plans or specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- H. Failure to construct any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Engineer. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.
- I. Materials purchased by the Contractor for drainage structures, drainage pipe, and road base delivered to job site for this contract are eligible as determined by the Engineer for payment up to one half the bid unit price. If payment is made the materials shall become the property of Lake County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason. The remainder of payment shall not be made until such materials are properly constructed and in place per plans and specifications.

**12. ACCEPTANCE AND FINAL PAYMENT****A. Final Inspection**

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

**B. Maintenance of Work**

The Contractor shall maintain all work in first-class condition until final inspection is completed and accepted by the Engineer. All Bonds and Insurance shall be maintained until final acceptance by the Board of County Commissioners.

**C. Final Acceptance**

1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, the Contractor shall prepare a final estimate.
2. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection has been made by the Engineer, a final pay request showing the value of the work will be prepared by the Contractor as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit in the form provided in Division Z of this Contract, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of his account under contract and of all claims in connection therewith.
3. The surety on the contract bonds consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

**D. Waiver of Claims**

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by the Contractor against the County arising out of this Contract or otherwise related to the project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
2. Neither the acceptance of the work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

**E. Termination of Contractor's Responsibility**

The contract will be considered complete when all work has been completed and has been accepted by the Engineer. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

**F. Recovery Rights, Subsequent to Final Payment**

The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

**13. COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**14. LANDS FOR WORK AND ACCESS THERETO**

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
  - 1. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Engineer. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Engineer, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for

any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.

- E. The Contractor is responsible for ensuring and complying with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of Lake County. The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

#### **15. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- D. Where the Contractor hauls material or equipment to the project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- E. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.
- F. All existing monuments shown on these plans are to be preserved, if possible. Any monuments damaged or destroyed without the express written permission of Lake County, including but not limited to horizontal and vertical control points and property corners, are to be restored at the expense of the Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

#### **16. OTHER WORK**

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.

- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.
- D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Engineer, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work.

## **17. TERMINATION**

### **A. Termination for Default**

- 1. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the County to terminate the Contract, in whole or in part, as further set forth in this Section, for any of the following reasons:
  - a. Failing to begin the work under the Contract Documents within the time specified herein;
  - b. Failing to properly and timely perform the work as directed by the Engineer or as provided for in the approved Construction Schedule;
  - c. Performing the work unsuitably or neglecting or refusing to remove materials or to correct or replace such work as may be rejected as unacceptable, unsuitable or otherwise defective;
  - d. Discontinuing the prosecution of the work;
  - e. Failing to resume work that has been suspended within a reasonable time after being notified to do so;

- f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
  - g. Allowing any final judgment to stand unsatisfied for more than ten (10) days;
  - h. Making an assignment for the benefit of creditors;
  - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the project;
  - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
  - k. Failing to maintain contract security as required by the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in his performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Contract, in whole or in part, and may take possession of the work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including engineering, architectural and attorney's fees) or damages incurred by the County incident to such completion, shall be deducted from the contract price, and if such expenditures exceed the unpaid balance of the contract price, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, attorneys' fees (including appeal) and interest thereon at the maximum legal rate of interest until paid.
4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefore or relating to the work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A it is determined for any reason that the Contractor was not in default or that his default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

**B. Termination for Convenience and Right of Suspension**

1. The County shall have the right to terminate or suspend this Contract, in whole or in part, without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the contract price earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or work not performed.

**18. RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for ten (10) years following expiration of the Agreement; provided, however, that records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, the Contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual costs of the County's audit shall be reimbursed to the County by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the County's audit findings to the Contractor.

**19. INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this contract, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this contract, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**20. STANDARD SPECIFICATIONS**

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2016, Divisions II & III, hereinafter referred to as "Standard Specifications," except as amended under this Contract. Certain provisions of Division I of the "Standard Specifications" will be incorporated by specific reference; those not so incorporated are not part of this contract.

**21. PRIORITY**

In any instance where there is an apparent conflict between Special Provisions and the corresponding terms of the "Standard Specifications," the Special Provisions shall be controlling.

**22. GUARANTEE**

All work shall be guaranteed for eighteen (18) months after completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

**23. WARRANTY**

The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

**24. PUBLIC RECORDS**

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records required by the County to perform the services identified herein.
- B. Upon request from Lake County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County

to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-253-6007, [DMARCHESE@LAKECOUNTYFL.GOV](mailto:DMARCHESE@LAKECOUNTYFL.GOV), OR DEB MARCHESE, LAKE COUNTY PUBLIC WORKS, PO BOX 7800, TAVARES, FL 32778.**

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Address 2 \_\_\_\_\_

Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_

Surety Address \_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 253-6005, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS,** Principal has entered into a contract with Obligee for «Project NameDescription», Project No. «Project Number», Bid No. «BID NUMBER» in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**THE CONDITION OF THIS BOND is that if Principal:**

1. Performs the Contract at the times and in the manner prescribed in the Contract;

1, Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

BOND NO. \_\_\_\_\_

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me  
 this \_\_\_\_\_ by \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of  
 the Corporation. He/She is personally known to me or has produced  
 \_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Commission Number: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Witness as to Surety

By: \_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 Witness as to Surety

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Business Address)

**OR**

\_\_\_\_\_  
 Witness as Attorney In Fact

\_\_\_\_\_  
 As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
 Witness as Attorney In Fact

\_\_\_\_\_  
 (Printed Name)

\_\_\_\_\_  
 (Business Address)

\_\_\_\_\_  
 (Telephone Number)

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_The forgoing instrument was acknowledged before me  
this \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of  
the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 Contractor Address 2 \_\_\_\_\_  
 Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_  
 Surety Address \_\_\_\_\_  
 Surety Address 2 \_\_\_\_\_  
 Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 253-6005, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and Oblige have reached a mutual agreement (hereinafter referred to as the "Contract") for Road Resurfacing, Lake County Board of County Commissioners, Project No. «Project Number», Bid No. 2017-0802 said Contract being made a part of this Bond by this reference.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Oblige for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Oblige sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. \_\_\_\_\_

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

\_\_\_\_\_  
Witness as to SuretyBy: \_\_\_\_\_  
(Authorized Signature)\_\_\_\_\_  
Witness as to Surety\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Business Address)**OR**\_\_\_\_\_  
Witness as Attorney In Fact\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)\_\_\_\_\_  
Witness as Attorney In Fact\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me  
this \_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_  
of \_\_\_\_\_, a  
\_\_\_\_\_ Corporation, on behalf of the Corporation. He/She is personally  
known to me or has produced \_\_\_\_\_ as identification and who  
did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

### ATTACHMENT 7 PRICING WORKSHEET

	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
1	Type S-III Asphaltic Concrete	Estimated - 12,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 16,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 45,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 60,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 80,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type S-III</b>							\$____
	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
2	Type S-III Recycled Asphaltic Concrete	Estimated - 12,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 16,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 45,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 60,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 80,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type S-III Recycled</b>							\$____

	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
3	Type S-I Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____SQ YD / per Inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	\$____
	Mobilization	Estimated – 2 \$____each  Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type S-I</b>							\$____
	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
4	Type S-I Recycled Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	\$____
	Mobilization	Estimated – 2 \$____each  Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form				\$____ -
<b>Total Extended Price Type S-I Recycled</b>							\$____

	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
5	Type FC-3 Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type FC-3</b>							\$____
	Description	0-12,000 SQ YD	12,0001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
6	Type FC- 9.5 Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____SQ YD / per Inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type FC-9.5</b>							\$____

	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
7	Type FC-12.5 Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - ,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form				\$____
<b>Total Extended Price Type FC-12.5</b>							\$____
	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
8	Type FC-12.5 Asphaltic Concrete with Binder PG 76-22	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch** Total \$____	\$____
	Mobilization	Estimated – 2 \$____each Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Type FC-12.5 with Binder PG 76-22</b>							\$____

	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
9	Type SP-9.5 Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per Inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	\$____
	Mobilization	Estimated – 2 \$____ each  Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form				\$____
<b>Total Extended Price Type SP-9.5</b>							\$____
	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
10	Type SP-12.5 Asphaltic Concrete	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	Estimated - 1,000 SQ YD \$____ SQ YD / per inch**  Total \$____	\$____
	Mobilization	Estimated – 2 \$____ each  Total \$____	Mobilization shall be included for all of the above in the unit price of the total SQ YD noted on the Project Order Form.				\$____
<b>Total Extended Price Recycled Type SP-12.5</b>							\$____

	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
11	Milling Existing Asphalt  NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply.	Estimated - 1,000 SQ YD  \$_____ SQ YD /per inch **  Total \$_____	Estimated - 16,500 SQ YD  \$_____ SQ YD /per inch **  Total \$_____	Estimated - 35,000 SQ YD  \$_____ SQ YD /per inch **  Total \$_____	Estimated - 60,000 SQ YD  \$_____ SQ YD /per inch**  Total \$_____	Estimated - 80,000 SQ YD  \$_____ SQ YD /per inch**  Total \$_____	\$_____
	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Extended Price
12	Leveling Course  NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply.	Estimated - 12,000 SQ YD  \$_____ per SQ YD  Total \$_____	Estimated - 16,500 SQ YD  \$_____ per SQ YD  Total \$_____	Estimated - 35,000 SQ YD  \$_____ per SQ YD  Total \$_____	Estimated - 60,000 SQ YD  \$_____ per SQ YD  Total \$_____	Estimated - 80,000 SQ YD  \$_____ per SQ YD  Total \$_____	\$_____
	Description	0-500 Gallons	501-1000 Gallons	1,001-2,500 Gallons	2,501-5,000 Gallons	Over 5,000 Gallons	Extended Price
13	Crack Seal  NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply.	Estimated - 500 Gallons  \$_____ per Gallon  Total \$_____	Estimated - 1,000 Gallons  \$_____ per Gallon  Total \$_____	Estimated - 2,500 Gallons  \$_____ per Gallon  Total \$_____	Estimated - 5,000 Gallons  \$_____ per Gallon  Total \$_____	Estimated - 7,000 Gallons  \$_____ per Gallon  Total \$_____	\$_____

14	Description	0-2,000 SQ FT	2,001-4,000 SQ FT	4,001- 6,000 SQ FT	6,001-10,000 SQ FT	Over 10,000 SQ FT	Extended Price
14a	Bahia Argentina Sod NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	\$_____
14b	St. Augustine Sod NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	Estimated - 1,000 SQ FT \$_____ per SQ FT Total \$_____	\$_____
15	Shoulder Restoration NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply.				Unit Price	Estimated Usage	Extended Price
15a	Shoulder Restoration Excavation				\$ _____ CU YD	19,500 CU YD	\$ _____
15b	Shoulder Restoration Fill				\$ _____ CU YD	19,500 CU YD	\$ _____
16	BASE REPAIRS NOTE: This shall be part of the overall resurfacing project. NO mobilization shall apply	Estimated - 12,000 SQ YD \$_____ per SQ YD/per inch Total \$_____	Estimated - 16,500 SQ YD \$_____ per SQ YD/per inch Total \$_____	Estimated - 35,000 SQ YD \$_____ per SQ YD/per inch Total \$_____	Estimated - 60,000 SQ YD \$_____ per SQ YD/per inch Total \$_____	Estimated - 80,000 SQ YD \$_____ per SQ YD/per inch Total \$_____	\$ _____

17	Pavement Marking Note: This shall be part of the overall resurfacing project. NO mobilization shall apply.	Unit Price	Estimated Usage	Extended Price
	4 inch white line	\$ (LF)	45,000 LF	\$
	4 inch yellow line	\$ (LF)	45,000 LF	\$
	6 inch white line	\$ (LF)	45,000 LF	\$
	6 inch yellow line	\$ (LF)	45,000 LF	\$
	8 inch white line	\$ (LF)	500 LF	\$
	12 inch white line	\$ (LF)	500 LF	\$
	18 inch white line	\$ (LF)	750 LF	\$
	18 inch yellow line	\$ (LF)	750 LF	\$
	24 inch white line	\$ (LF)	300 LF	\$
	6 inch blue line	\$ (LF)	250 LF	\$
	Symbol – Single Arrow	\$ (LF)	5 LF	\$
	Symbol – Combination Arrow	\$ (LF)	5 LF	\$
	Message – School (includes letters and indicator bars)	\$ (EA)	10 EA	\$
	Message – Railroad Crossing (includes letters and indicator bars)	\$ (EA)	6 EA	\$
	Message – Only	\$ (EA)	6 EA	\$
	Message – Merge	\$ (EA)	6 EA	\$
	Message – Stop	\$ (EA)	20 EA	\$
	Message Misc., 4 to 6 letters	\$ (EA)	10 EA LETTER	\$
	24 inch white stop bar	\$ (EA)	20 EA	\$
	Special emphasis cross walk 12" x 6' wide	\$ (EA)	5 EA	\$
	Special emphasis cross walk 12" x 10' wide	\$ (EA)	5 EA	\$
	Raised Pavement Markings	\$ (EA)	450 EA	\$
Total Pavement Marking Price				\$ _____

19	Portable Changeable (Variable) Message Signs per unit per day	\$ (EA)	20 days	\$_____
20	Hauling of Millings Per SQ YD\Mile	\$ (SQ YD\Mile)	500 miles	\$_____

ATTACHMENT 8

## PROJECT ORDER FORM

										TEMPORARY PAINT - PAVEMENT MARKING					THERMOPLASTIC PAVEMENT MARKINGS												
SEGMENT #	ROAD NAME	A SEGMENT LYING BETWEEN (FROM) (TO)		OVER LAY WIDTH (feet)	OVER LAY LENGTH (feet)	RADIUS	OVER LAY TOTAL USING RECYCLED Type III ASPHALT (Sq Yd)	OVER LAY TOTAL USING RECYCLED Type FC 12.5 Modified Polymer Binder (Sq Yd)	LEVEL COURSE Y/N	LEVEL COURSE (Sq Yd)	MILL Y/N	MILL (Sq Yd)	BASE REPAIR SQ. (Sq Ft)	STRIPING IS THERE A LAYOUT CHANGE REQUIRED, IF YES SEE ATTACHED DIAGRAM	6" YELLOW CENTER LINE (Ln Ft)	6" WHITE/ EDGE-LANE- GORE- LINE (Ln Ft)	# OF ARROWS (each)	# OF STOP BARS (each)	FEET OF GORE 18" (Ln Ft)	6" YELLOW CENTER LINE (Ln Ft)	6" WHITE/ EDGE-LANE- GORE- LINE (Ln Ft)	# OF ARROWS (each)	# OF STOP BARS (each)	FEET OF GORE 18" (Ln Ft)	MISC STRIP COST (each)	# OF RPM (each)	VARIABLE MESSAGE BOARD (each per day)
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
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0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0	N	0	N	0		No	0	0	0	0	0	0	0	0	0	0	0	0	0
0							0	0</																			